

10-1200-716

State Auditor Number

DEPARTMENT OF EDUCATION
STATE OF SOUTH DAKOTA
LETTER OF AGREEMENT
FOR CONSULTANT SERVICES BETWEEN

(USD Center for Disabilities)	(Office of Educational Services & Support)
(1400 West 22 nd Street)	AND (700 Governors Drive)
(Sioux Falls, SD 57105-1570)	(Pierre, SD 57501-2291)
(Hereinafter referred to as Consultant)		(Hereinafter referred to as State)	

The State hereby enters into an Agreement for Consultant Services with the Consultant.

I. THE CONSULTANT:

- A. The Consultant services on this agreement commence April 1, 2010 and shall end December 31, 2010.
- B. The Consultant is a State Agency.
- C. The Consultant agrees to:
 1. Identify training staff and set tentative dates for the summer autism training workshops.
 2. Contact school district personnel for approval of building use.
 3. Screen, select, and obtain parental consent for student participation.
 4. Identify parents/guardians to speak on the parent panel.
 5. Apply for graduate level credit and certificate renewal credit from the Department of Education.
 6. Disseminate information regarding the workshop to parents and service providers throughout the State.
 7. Notify participants of their acceptance for training workshops.
 8. Coordinate workshop staff and process contractual agreements.
 9. Develop, purchase and reproduce training materials. Obtain other training supplies including purchase agreement(s)/contracts with local vendors.
 10. Conduct the training.
 11. Evaluate the effectiveness of the training.
 12. Submit a final fiscal report to the Office of Special Education.

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13. Conform to the budget as indicated in Attachment A.

D. The Consultant agrees to provide services in compliance with the Americans With Disabilities Act of 1990.

II. THE STATE:

A. The State will make a total payment not to exceed \$51,171.00 upon satisfactory completion of the services in I.D. of this contract. Payments are subject to adjustments based upon the actual costs incurred for the period. In addition, budget line item amendments over 10% must have written approval from the DOE Special Education Program. No Funds may be transferred to line items unless the Consultant has received prior approval from the DOE Office of Educational Services and Support. Payment will be made in two (2) installments as follows:

The first installment of \$25,585.50 will be made upon receipt of a signed itemized invoice submitted by the Consultant and approved by the State indicating the expenses incurred.

The second and final installment of \$25,585.50 will be made upon receipt of a final progress and expenditure report and a signed itemized invoice, submitted by the Consultant and approved by the State indicating the expenses incurred.

B. The State will not pay Consultant expenses as a separate item.

C. The State does not agree to perform any special provisions.

III. SUPERCESSION PROVISION: All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

IV. AMENDMENT PROVISION: This contract contains the entire agreement between the parties, and is subject to and will be construed under the laws of the State of South Dakota, and may be amended only in writing signed by both parties.

V. TERMINATION PROVISION: This agreement can be terminated upon thirty (30) days written notice by either party and may be terminated for cause by the State at any time with or without notice.

VI. INSURANCE PROVISION: The State does not require an insurance provision.

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- VII. CONTROLLING LAW PROVISION: This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- VIII. COMPLIANCE PROVISION: Consultant will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.
- IX. DEFAULT PROVISION: This agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. This agreement will be terminated by the State if the Legislature fails to appropriate funds or grant expenditure authority. Termination for this reason is not a default by the State nor does it give rise to a claim against the State.
- X. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE: Consultant is required to comply with E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- XI. NONDISCRIMINATION CLAUSE: Consultant agrees to comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Services Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply.

Attachment A

Salary and Benefits**Center for Disabilities Personnel:**

Nancy Saufley (8% of FTE)	\$3,640	
Amanda Keating (8% of FTE)	\$5,400	
Heather Stettinichs (2% of FTE)	\$788	
Clerical Support (6% FTE)	\$1,893	
Subtotal Salaries	\$11,721	
Benefits (x.36)	\$4,220	

\$15,941**Total Salaries and Benefits****Contractual***(includes travel expenses and per diem)***BHSSC:**

2 staff available as trainers for the following:

Ronda Feterl: Facilitator (10 days x 600/day)	\$6,000	
Shirley Hauge (10 days x 600/day)	\$6,000	

Subtotal BHSSC contract

\$12,000

Individual:

Todd Christensen (10 days x \$600)	\$6,000	
TBD (10 days x \$600)	\$6,000	

Subtotal Individuals

\$12,000

PEPL (.0077 x salary amount)

\$90

\$24,090**Total Contractual****Student/Family Incentives:**

Students with Autism (10 students @ \$50 gift card/day x 4 days)

\$2,000

Family incentives to have children attend

\$2,000

(\$50 giftcard/day x 4 days x 10 families)

Parent Panel Representatives:

Parent Panel Representative (6 parents @ \$50 giftcard/family)

\$300

\$4,300**Total Incentives****Travel**

2 CD staff to Rapid City (per diem, mileage and lodging)

\$1,300

(2 staff, 2 hotel rooms, 1 vehicle, per diem 5 days)

\$1,300**Total Travel****Supplies**

Postage

\$250

Printing

\$700

Workshop Materials (binders and misc. supplies)

\$500

Storage of Summer Supplies (\$300/year)

\$300

Total Supplies

\$1,750

Subtotal Direct Costs

\$47,381

Indirect costs @ 8%

\$3,790

Budget Total**\$51,171**

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- XII. DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION PROVISION: Consultant certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency; have not, within a three (3) year period preceding the awarding of this grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications, or destruction of records, making false statements, or receiving stolen property, or have not within a three (3) year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

In witness hereto the parties signify their agreement by signature affixed below:

Laura Jenski 4.13.10
Consultant Signature (Date)
Laura Jenski, Ph.D.
Vice President for Research
State Agency Coding: (Center/Company/Account)
State Agency contact who can provide additional
information regarding this contract:

CDM 4/15/10
Authorized State Representative (Date)
Department of Education

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Ann Larsen (605) 773-3327